

No. 762.

D. M.
P. L.
C. L.
C. D.
C. I.

J. A. Roselle, a single man,

To

M. Abbott.

Mortgage with power of sale

Know all Men By These Presents: That I, J. A. Roselle, a single man of Broken Arrow, D. T., Indian Territory, for and in consideration of the sum of two hundred dollars to him in hand paid, and the premises hereinafter set forth, do hereby grant, bargain, and sell unto M. Abbott and unto his heirs, executors and assigns forever the following property, namely: Lot 10 and the East ten (10) feet of Lot 9 in block 14 in the town of Broken Arrow, D. T. And I hereby covenant with the said M. Abbott that I will forever warrant and defend the title to said property against all lawful claims.

This sale is on condition, whereas J. A. Roselle is justly indebted to the M. Abbott in the sum of two hundred dollars evidenced by a promissory note of even date herewith for \$200 due and payable sixty days hereafter with interest thereon at the rate of 8% per annum from maturity.

Now if the said J. A. Roselle, shall pay the said money at the times and in the manner aforesaid, then the above conveyance shall be null and void; and in case of non-payment, then the grantee or his assignee shall have the power to sell said property at public sale to the highest bidder for cash. Broken Arrow, in the land nation of the Indian Territory, public notice of the time and place of said sale having been first given of twenty days by advertising in some newspaper published in said district, or printed handbills posted in five conspicuous places in the neighborhood of said premises; at which sale the said grantee or assignee may bid and purchase as any third party might do. I hereby authorize the said grantee or his assignee to convey said property to anyone purchasing at said sale, and to convey an absolute title thereto, and the receipt of said deed of conveyance shall be taken as prima facie true. And the proceeds of the said sale shall be ^{first} applied to payment of all costs and expenses attending said sale; second to the payment of said debt, and interest; and the remainder, if any, shall be paid to the said grantor.

In Witness Whereof, I have set my hand and seal on this 4th day of September, 1906.

J. A. Roselle (Seal)

United States of America, Indian Territory, Western Judicial District, 33.

Be It Remembered, That on this day came before me, the undersigned, a Notary Public within and for the Western Judicial District of the Indian Territory, aforesaid, duly commissioned and acting as such, J. A. Roselle, a single man to me personally well known as one of the parties grantor in the within and foregoing deed of conveyance, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

Witness my hand and seal as such Notary Public, on this 4th day of Sept, 1906.

(Seal) Western Dist. 37.

Arthur Farmer

My commission expires Jan. 19, 1909.

Notary Public.

Filed for Record Sep. 6, 1906, at 1:00 P.M.

Otis Lorton

Deputy Clerk and Ex-officio Recorder.